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CLERK, U.S. DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

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MARINE DESIGN AND OPERATIONS, INC.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

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MARINE DESIGN AND OPERATIONS, INC.,
a New Jersey corporate entity,

Plaintiff,

v.

SS PACIFIC STAR, her engines, tackle,
equipment, appurtenances, freights, cargo, etc.
(Official Number 239932) *in rem*,
INTERNATIONAL DATA SECURITY, INC., a
Delaware corporate entity; INTERNATIONAL
MARITIME SECURITY ALLIANCE, LLC, a
Delaware corporate entity; MARITIME
SECURITY ALLIANCE, LLC, a corporate
entity of a state of the United States; and
QUANTUM ROUTE, INC., a California
corporate entity, *in personam*,

Defendants.

CV 08 3397

CASE NO.:

**VERIFIED COMPLAINT IN
ADMIRALTY TO FORECLOSE
MARITIME LIEN, FOR BREACH OF
CONTRACT & QUANTUM MERUIT**

IN ADMIRALTY

FRCivP 9; 28 USC §1333

Local Admiralty Rule 2-1

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COMES NOW MARINE DESIGN AND OPERATIONS, INC. ("plaintiff" or "MDO") and against SS PACIFIC STAR, her engines, tackle, equipment, appurtenances, freights, cargo, etc. (Official Number 239932) *in rem* ("Vessel" or "PACIFIC STAR"), INTERNATIONAL DATA SECURITY, INC., a Delaware corporate entity; INTERNATIONAL MARITIME SECURITY ALLIANCE, LLC, a Delaware corporate entity; MARITIME SECURITY ALLIANCE, LLC, a corporate entity of a state of the United States; and QUANTUM ROUTE, INC., a California corporate entity (collectively "in personam defendants"), *in personam*, complains as follows:

JURISDICTION

1. This is a case of admiralty and maritime jurisdiction, within the provisions of 28 USC §1333 as hereinafter more fully appears, and is an admiralty and maritime claim within the meaning of Rule 9(h), Federal Rules of Civil Procedure.

VENUE & INTRADISTRICT ASSIGNMENT

2. At and during all the times hereinafter mentioned, the in personam defendants were and now are legal entities capable of being sued in this Court; owned, operated, managed, chartered and/or controlled the above-named Vessel (which is now or will be within the jurisdiction of this Court during the pendency of this action); and/or engaged in business to modify the Vessel, and each is believed to have an office, agent or to be doing business within the jurisdiction of this Court.

3. Venue is proper in this District Court pursuant to 28 U.S.C. §1391 because this is a district where (1) defendants reside, and (2) a substantial part of the events or omissions giving rise to the claim occurred.

THE PARTIES

4. MDO is a corporation, duly incorporated under the laws of the State of New Jersey, with its principal place of business in Kenilworth, New Jersey.

5. The Vessel, SS PACIFIC STAR (*ex* ARTSHIP, *ex* TS GOLDEN BEAR II, *ex* DELOREANS) (Official Number 239932)), her engines, tackle, equipment, appurtenances, freights, cargo, etc. *in rem*, is a vessel that is believed to be owned and/or operated by in

1 personam defendants; and is presently based out of California, United States. The flag of
 2 PACIFIC STAR is United States.

3 6. Defendant, INTERNATIONAL DATA SECURITY, INC. is, upon information
 4 and belief, a corporation organized under the laws of the State of Delaware, with its principal
 5 place of business within the jurisdiction of this Court.

6 7. Defendant, INTERNATIONAL MARITIME SECURITY ALLIANCE, LLC is,
 7 upon information and belief, a limited liability company organized under the laws of the State of
 8 Delaware, with its principal place of business within the jurisdiction of this Court.

9 8. Defendant, MARITIME SECURITY ALLIANCE, LLC is, upon information and
 10 belief, a corporation or other entity organized under the laws of one of the States of the United
 11 States other than New Jersey, with its principal place of business within the jurisdiction of this
 12 Court.

13 9. Defendant, QUANTUM ROUTE, INC. is, upon information and belief, a
 14 corporation organized under the laws of the State of California, with its principal place of
 15 business within the jurisdiction of this Court.

16 10. At and during all the times and places hereinafter mentioned, each of the in
 17 personam defendants were the duly authorized agent, servant, or employee of the remaining
 18 defendants, and were at all times and places mentioned herein acting within the purpose and
 19 scope of said agency, service and employment in connection with the matters herein alleged.
 20 Accordingly, the in personam defendants are jointly and severally liable for the sums alleged
 21 herein.

22 GENERAL ALLEGATIONS

23 11. This is an action to recover payments for naval architect services performed by
 24 MDO in connection with the repair and modification of the Vessel: at in personam defendants'
 25 order and request, MDO produced many naval architecture drawings and plans related to the
 26 Vessel in connection with the repair or modification of the Vessel to make her suitable to
 27 become "floating data centers" ("Services").

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12. Each of the in personam defendants is the owner or operator or otherwise in possession of the Vessel to the extent that each of them ordered MDO to perform the Services for the Vessel.

13. MDO performed the Services, as requested, but has not been fully paid for the Services.

14. MDO sent the Vessel and in personam defendants an invoice for the Services but neither the Vessel nor in personam defendants have paid for the Services, and further have not paid MDO the sums identified in the invoice, i.e. in excess of \$67,453.15, despite demands therefor.

FIRST CLAIM FOR RELIEF

(Foreclosure of Maritime Lien)

15. Plaintiff incorporates by reference paragraphs 1 through 14 of this Complaint as if herein stated in full.

16. The Services are "necessaries", supplied for and on behalf of the Vessel, and give rise to a maritime lien against the Vessel under the general maritime law and related statutes and laws.

17. The Vessel is subject to maritime arrest to secure payment for the Services and to be sold to satisfy the debt for the Services.

18. MDO is entitled to foreclose its lien against the Vessel and recover from her sale an amount in excess of \$67,453.15, plus interest, costs and fees.

WHEREFORE, plaintiff prays for relief as hereinafter set forth.

SECOND CLAIM FOR RELIEF

(Breach of Contract)

19. Plaintiff incorporates by reference paragraphs 1 through 14 of this Complaint as if herein stated in full.

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20. This is a case of plaintiff's loss resulting from the breach or other fault by the in personam defendants of their contractual duties as parties to contracts, written and/or oral, for the Services. MDO has fully performed its obligations under all applicable contracts, in personam defendants have not.

21. MDO sent the Vessel and in personam defendants an invoice for the Services but neither the Vessel nor in personam defendants have paid for the Services, and further have not paid MDO the sums identified in the invoice, i.e. in excess of \$67,453.15, despite demands therefor.

22. As a proximate result of said refusals, MDO has been damaged in an amount in excess of \$67,453.15, plus interest, costs and fees.

WHEREFORE, plaintiff prays for relief as hereinafter set forth.

THIRD CLAIM FOR RELIEF

(Quantum Meruit)

23. Plaintiff incorporates by reference paragraphs 1 through 14 of this Complaint as if herein stated in full.

24. MDO rendered the Services, outlined above, for compensation for the benefit of in personam defendants and the Vessel as requested by them or their agents.

25. In personam defendants and the Vessel have benefited from the Services.

26. MDO has not been compensated for the Services by in personam defendants or the Vessel in any way.

14. MDO is entitled to reasonable compensation for the Services in an amount in excess of \$67,453.15, plus interest, costs and fees.

WHEREFORE, plaintiff prays for relief as hereinafter set forth.

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PRAYER

WHEREFORE, it is respectfully requested that plaintiff MARINE DESIGN AND OPERATIONS, INC. have judgment, jointly and severally, as follows:

- a. against SS PACIFIC STAR, her engines, tackle, equipment, appurtenances, freights, cargo, etc. (Official Number 239932) *in rem*, in the amount of \$67,453.15, plus interest, costs and fees, which vessel shall be ordered arrested and sold to pay all liens and judgments against her;
- b. against defendant INTERNATIONAL DATA SECURITY, INC., a Delaware corporate entity, in the amount of \$67,453.15, plus interest, costs and fees;
- c. against defendant INTERNATIONAL MARITIME SECURITY ALLIANCE, LLC, a Delaware corporate entity, in the amount of \$67,453.15, plus interest, costs and fees;
- d. against defendant MARITIME SECURITY ALLIANCE, LLC, a corporate entity of a state of the United States, in the amount of \$67,453.15, plus interest, costs and fees;
- e. against defendant QUANTUM ROUTE, INC., a California corporate entity, in the amount of \$67,453.15, plus interest, costs and fees;
- f. and for such other and further relief as may be deemed just, proper and equitable in the premises.

Dated: 15 July 2008

LAW OFFICES OF GEORGE W. NOWELL

By: 

JOHN H. CIGAVIC III

Attorneys for plaintiff

MARINE DESIGN AND OPERATIONS, INC.

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VERIFICATION

I have read the foregoing complaint, know its contents and verify that the same is true of my own knowledge, except as to matters which are therein stated to be on information and belief, and as to those matters I believe them to be true.

I declare under penalty of perjury the laws of the State of California that the foregoing is true and correct.

Dated: July 9, 2008

MARINE DESIGN AND OPERATIONS, INC.

By: Michael Chang

Its: Vice President